

# TiMaven Terms of Business

## Definitions

1. In these terms and conditions:

a. "TiMaven", "we", "us" and "our" refers to the TiMaven timesheet application, which is wholly owned and operated by iMaven Pty Ltd (ABN 26 633 883 299), the owner and operator of TiMaven, a company registered in Australia;

b. "TiMaven" means [www.timeapp.imaven.com.au](http://www.timeapp.imaven.com.au) and any associated TiMaven mobile application; and TiMaven: Refers to Our Site in which an Employee and Employer enter hours worked by the employee and which are then approved by the Employer for payment to the Employee.

c. "Account" means an account created by signing up to [timeapp.iMaven.com.au](http://timeapp.iMaven.com.au) as either an Employer or Employee.

d. "Employer" means any person that uses the TiMaven app to approve the online timesheets and salary details of an Employee.

e. "Employee" means any person that uses the TiMaven to enter hours worked into the TiMaven online timesheet application.

g. In these Terms words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender and vice versa.

2. Your use of TiMaven is provided subject to these terms and conditions. We reserve the right to amend these terms and conditions at any time and your use of TiMaven following any amendments will represent your agreement to be bound by these terms and conditions as amended. We recommend that each time you access TiMaven you read these terms and conditions.

3. We reserve the right to terminate this agreement and suspend or deactivate your registration at any time if you breach these terms and conditions.

## Account Access and Registration

4. To access TiMaven, you must become a registered user. You must complete registration by providing the information requested on our user registration page which will establish your profile.

5. You agree to ensure that the details that you provide to us upon registration and on your profile are true and accurate at all times and you undertake to update those details from time to time as and when they change.

6. On registration, you will be required to provide a password. It is your responsibility to ensure the safety and security of your login information and you must not provide these details to any other person.

7. It is your responsibility to ensure that your access and use of any part, function, content or service published on TiMaven is legally permitted in any jurisdiction in which you reside or in which access takes place. Our services are intended for persons over the age of sixteen (16) years. By using TiMaven, you confirm that you are over 16 years of age.

8. We reserve the right, at our absolute discretion, to discontinue, suspend, change, reformat or alter any aspect of TiMaven without prior notification to you.

9. We undertake to take all due care with any information which you may provide to us when accessing TiMaven. However, we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner. Our approach to the privacy of your information is set out in our separate Privacy Policy.

#### Account Suspension/Termination

10. We may suspend an Employer or an employee's access to TiMaven at any time, for any reason and for a period whether determinate or indeterminate.

11. We may also terminate or suspend any and all access to Our Site immediately, without prior notice, if you breach any of the Terms of this Agreement. Termination shall result in forfeiture and deletion of all data and information associated with the Employees' or the Employer's Account on the TiMaven platform.

12. Upon termination of your Account, your right to use the TiMaven, access to Our Site, and any content will immediately cease.

We reserve the right to close accounts that have not been accessed for a continuous period of six months.

#### Limits of our Services

15. By using TiMaven, you acknowledge that:

a. We provide a medium only through which Employees enter their timesheets on the TiMaven application and Employers can electronically approve a timesheet.

b. Where the Employee is employed by 3<sup>rd</sup> party, such as a recruitment agency for the purpose of providing a service to the Employer, the 3<sup>rd</sup> party may use the approved Timesheet to generate a payslip for the Employee and a corresponding Invoice for Employer.

c. We do not warrant or guarantee the accuracy, quality, safety, or legality of any user content posted on TiMaven. You are solely responsible for your access to, use of and/or reliance on any user content. You must conduct any necessary investigation and due diligence with respect to the legitimacy of any user-supplied content and take all usual and reasonable steps to ensure your own online and personal safety and security.

d. We cannot guarantee continuous, error-free or secure access to our services or that defects in the service will be corrected. While we will use reasonable efforts to maintain an uninterrupted service, we cannot guarantee this and we do not give any promises or warranties (whether express or implied) about the availability of our Services.

e. We do not accept liability for the posting of any unlawful, threatening, abusive, defamatory, obscene or indecent information, or material which violates or infringes upon the rights of any other person.

f. We do not warrant or represent that you will obtain particular results, business or custom by the use of TiMaven.

g. We have no responsibility or liability for the deletion of or failure to store any content posted on TiMaven.

h. Once the employer or their representative electronically approves an employee's timesheet on the TiMaven application, the Employer accepts the timesheet as accurate and they agree to pay any invoice generated from the approved timesheet, including the hours worked, the Award Wages structure, hourly rate of pay, and any overtime or loading applied to the hourly rate or hours worked.

### Exclusion/Limitation of Liability

16. To the maximum extent possible at law:

a. any condition or warranty which would otherwise be implied into these terms and conditions is excluded; and

b. in no event shall we be liable, whether in contract, warranty, tort (including negligence), or any other form of liability, for:

i. any indirect, special, incidental or consequential damages that may be incurred by you;

ii. any loss of income, business or profits (whether direct or indirect) that may be incurred by you; or

iii. any claim, damage, or loss which may be incurred by you, as a result of your use of TiMaven or as a result of any actions of any other party using our website, including Employers and Employees and TiMaven employees.

c. we accept no liability for any loss whatsoever, including consequential loss, suffered by you arising from services we have supplied, except as a result of fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees.

d. we expressly disclaim all warranties, representations and conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and those arising by statute. We are not liable for any loss, whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of TiMaven.

17. Notwithstanding the above provisions, nothing in this Agreement is intended to limit or exclude our liability where any applicable law prohibits such exclusion or limitation including the *Competition and Consumer Act 2010* (Cth) and relevant State fair trading legislation. To the extent that we are able to limit the remedies available under this Agreement, we expressly limit such liability to the supply of the Services again or the payment of the cost of having the Services supplied again (which decision is at our sole discretion).

18. You will indemnify us (and our officers, directors, agents, subsidiaries, joint venturers and employees) against any claim or demand, including legal fees and costs, made against us by any third party due to or arising out of your breach of this Agreement, or your infringement of any law or the rights of a third party in the course of using TiMaven. We may apply any funds received or held by us on your behalf, against any liabilities you owe to us, or loss suffered by us, as a result of your non-performance or breach of this Agreement.

### Content Rules

19. You are responsible for any content that you post or transmit or that is posted or transmitted through or by use of your account. All posts on TiMaven must comply with all applicable legislation,

regulations, by-laws, ordinances and codes of conduct applicable in your local jurisdiction, including but not limited to:

1. competition and consumer legislation;
2. criminal laws;
3. privacy laws;
4. employment, labour hire and occupational health and safety laws;
5. anti-discrimination and equal opportunity legislation.

20. Content prohibited from TiMaven includes (but is not limited to):

1. illegal or offensive content (including, without limitation discriminatory, defamatory, threatening, hateful or pornographic content);
2. content that discloses another's personal, confidential or proprietary information without that person's consent;
3. false or fraudulent content (including but not limited to false, fraudulent or misleading responses to user ads transmitted via TiMaven);
4. malicious content (including, without limitation, malware or spyware);

21. You agree that you will promptly notify us if you become aware of any prohibited content on TiMaven.

### Intellectual Property

22. The copyright to the TiMaven website including but not limited to:

1. applets, graphics, images, layouts and text belong to us or we have a licence to use those materials; and
2. all trademarks, brands and logos generally identified either with the symbols TM or ®,

is either owned by us or we have a licence to use it. Your access to TiMaven does not permit you to use our marks or other content in any way without our prior written permission. Except for the limited purposes of legitimate fair dealing, you are not permitted to copy, reproduce, republish, distribute or display any of the information on TiMaven without our prior written permission.

23. You acknowledge that you are responsible for the content of any material you publish on TiMaven including its legality, originality and copyright. You warrant that any material you publish does not infringe the rights of third parties in any way.

### Disputes

24. If a dispute arises between you and us, our goal is to address your concerns and, if we are unable to do so to your satisfaction, to provide you with a means of resolving the dispute quickly. Accordingly, we strongly encourage you to first contact us directly to seek a resolution.

25. If you are involved in a dispute, we may (in certain circumstances) place a temporary hold on the funds received by us on your behalf and your account to cover the amount of any potential liability. If the dispute is resolved in your favour, those funds may be released to you. If the dispute is not resolved in your favour, we may refuse to release the funds.

26. Each of the Employee and the Employer hereby indemnifies the other party and iMaven (jointly and severally) for any loss, claim or damage arising as a result of any breach by the indemnifying party of this agreement, including legal fees on a solicitor and own client basis.

#### General

27. Unless otherwise agreed in writing, by using TiMaven all users give us permission to disclose our business relationship to other parties to promote the efficacy of our business. This includes (but is not limited to) your company name, logo, testimonials and any written or verbal communication.

28. These terms and conditions are to be governed by and construed in accordance with the laws of Queensland, Australia and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in Queensland, Australia and you agree to submit to the jurisdiction of those Courts.

29. If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

**For any queries or question regarding these Terms please contact [info@imaven.com.au](mailto:info@imaven.com.au)**